Promotion: Lovers Lane - Love Me Again Market X Portside Wharf Giveaway

Game of Chance Terms & Conditions

GENERAL	
Name of Promotion	Love Me Again Market X Portside Wharf Giveaway
Promoter	Brookfield Commercial Operations Pty Ltd ACN 120 690 940, Level 19, 10 Carrington Street, Sydney NSW 2000
Relevant State	QLD
Promotional Period	Starts: 6.00pm (AEST) on Monday 26 February 2024 Closes: 3.00pm (AEST) on Thursday 29 February 2024

ENTRY	
Entrants	Entry to the Promotion is open to all Australian residents, aged 18 years and over, who fulfill the entry requirements. The entrant is responsible for ensuring his or her familiarity with the terms and conditions at the time of participation.
Entry Restrictions	Must be aged 18 years or over and a resident of Australia. Directors, officers, management, employees, and other staff of the
	Promoter are ineligible to enter.
Entry Mechanic	To enter, an entrant must, during the Promotional Period:
	1. Like the competition post on either Love Me Again
	Market, Portside Wharf or Byblos Social Channel.
	2. Tag a bestie you'd share the prize pack with
	3. Be following @lovemeagainmarket, @portsidewharf and @byblosbar (Qualify).
Maximum Number of Entries	Only one (1) entry is permitted per Qualifying Entrant

DRAW DETAILS	
Draw Details	The prize draw will be a random selection from all valid entries received during the Promotional Period.
	The first entry drawn at random will win the major prize.
	Time/Date: 3.00pm/pm AEST on Thursday 29 February 2024.
	Location: 39 Hercules Street, Hamilton QLD 4007

PRIZE DETAILS		
Major Prize Details	The major prize includes the following:	
	• A free stall at a Love Me Again X Portside Wharf market (valued at up to \$95 inc GST)	
	• 2 x Dendy cinema tickets (valued at up to \$35 inc GST)	
	• \$150 Byblos dining voucher (valued at up to \$150 inc GST)	
	• 2 x 10 class packs for Studio Pilates Hamilton (valued at up to \$540 inc GST)	
	Total major prize is valued at up to \$820 (inc GST).	
Prize Restrictions	Prizes are not redeemable for cash in whole or part, cannot be extended, is non- refundable and cannot be used in conjunction with any other offer. If lost, certificates cannot be replaced. All services and bookings are subject to availability. Black-out dates may apply.	
	 Love Me again x Portside Wharf Market Stall is valid for 12 months from 29/02/2024. 	
	 Dendy Cinema Voucher is valid for 36 months from 29/02/2024. 	
	 Byblos Voucher is valid for 24 months from 29/02/2024. Studio Pilates class pack is valid for 24 months from 29/02/2024 	
Total Prize Pool	Total maximum prize pool valued at up to \$820 (inc GST).	
Notification of Winner(s)	The winner will be contacted via direct message within two (2) days of the prize draw.	
Publication Details of Winner(s)	The major prize winner will be published on the promotional website, portsidewharf.com.au on Monday 4 March 2024.	
Full T&Cs	portsidewharf.com.au	

UNCLAIMED PRIZE ARRANGEMENTS		
Prize Claim Date:	Major prize must be claimed by 5:00pm (AEST) on Monday 4 March 2024.	
	In the event that the Promotor is unable to make contact with the winner for any reason before 5pm, at the Promoter's absolute discretion, the Promotor may determine that the winner is no longer eligible for the prize.	
Unclaimed Prize Draw	Where applicable:	
Details		
	Time/Date: 9.00am (AEST) on Tuesday 5 March 2024.	
	Location: 39 Hercules Street, Hamilton QLD 4007	
Notification/Publication	The winner will be contacted via direct message within two (2) days of	
Details (of unclaimed	the prize draw.	
prize winner(s))	The unclaimed prize winner will be published on the promotional	
	website portsidewharf.com.au on Friday 8 March 2024.	
Privacy	A copy of the Promoter's privacy statement may be obtained at	
	Privacy Policy Brookfield Properties	

Promotion: Game of Chance or Skill Conditions of Entry

- 1. The Promotion is either a game of skill or a game of chance. Participation in this Promotion constitutes acceptance of these Terms of Entry.
- 2. Entry is open only to Entrants that are permanent residents of Australia.
- 3. The Promotion will be conducted during the Promotional Period.
- 4. To enter the Promotion, entrants must follow the Entry Mechanic during the Promotional Period.
- 5. It is the responsibility of each eligible Entrant to ensure that their details, including their phone number and email address are correct and up to date.
- 6. Entries must be received by the Promoter during the Promotion Period.
- 7. The Promoter accepts no responsibility for late, lost, incomplete, incorrectly submitted, delayed, illegible, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 8. The draw/s will be conducted in accordance with the Draw Details. Prize/s will be awarded to the valid entrant/s randomly drawn in accordance with the Prize Mechanic.
- 9. The judges' decisions are final and no correspondence will be entered into.
- 10. Prize/s are specified in the Prize Details. The total prize pool is specified in the Total Prize Pool section of the Schedule.
- 11. All entries and materials submitted to the Promoter in connection with this Promotion, become the property of the Promoter and each entrant warrants that she/he has the right to transfer these to the Promoter. Each entry must be the entrant's original work. By entering this Promotion entrants:
 - a. consent to the Promoter making copies of or publishing the whole or any part of their entry and otherwise exploiting the entry and any rights in relation to the entry, to publicise this Promotion or for any other purposes; and
 - b. undertake to the Promoter that their entry is not, and its use by the Promoter will not be, in breach of any third party intellectual property rights.
- 12. The Promoter accepts no responsibility for any breach of contract or any infringement or other violation of copyright or any other intellectual property rights or proprietary rights through the acceptance of entries into this Promotion and each entrant takes full responsibility for any such claims made in relation to their entry.
- 13. Incomplete entries and/or entries that, in the Promoter's judgment, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights will be deemed invalid.
- 14. Where a prize includes tickets, tickets are valid for the date or period as indicated on the tickets. Tickets are subject to the conditions stipulated by the provider of the tickets.
- 15. The Promoter may, in its discretion, require any person taking any prize to be 18 years of age or over.

- 16. The Promoter may in its absolute discretion, prohibit an entrant's participation in this Promotion, cancel a prize or otherwise cease to provide any benefit of a prize to a winner.
- 17. At the Promoter's request, winners must participate in, and where relevant must procure that their companion/s participate in, all promotional activity (such as publicity and photography) surrounding this Promotion or the winning of any prize, free of charge, and they consent to the Promoter and its related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, and they consent to the Promoter repeating any such image, broadcast, film or other recording at any time.
- 18. Entrants acknowledge that the prizes may be subject to additional terms and conditions imposed by third parties. The winner must become acquainted with any such additional terms and conditions prior to taking the prize.
- 19. If an entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these terms, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.
- 20. The winner/s will be notified as stated in the Notification of Winners section and their name will be published in accordance with the Publication Details.
- 21. If any prize is not claimed in accordance with these terms of entry, the relevant winner's entry will be deemed invalid and the Promoter reserves the right to conduct such further draws on the Unclaimed Prize Draw Date as are necessary to distribute the prize/s, subject to any directions given by any relevant authority. If required by law or any relevant authority, the winner/s will have their name and state of residence published in accordance with the Unclaimed Prize Draw Publication Details.
- 22. Prizes and participation in this Promotion are subject to any conditions imposed by the supplier or organiser of the prize, as applicable.
- 23. The Promoter and its associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence) by any person in connection with this Promotion or accepting or using any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 24. Without limiting the previous paragraph, the Promoter and its associated agencies and companies will not be liable for any damage to or delay in transit of prizes.
- 25. Entrants can only enter in their own name. The Promoter reserves the right to request the winners to produce (within the requested time) appropriate photo identification or other documentation (to the Promoter's satisfaction, at its sole discretion) in order to confirm the winners' identity, age, residential address, eligibility to enter and claim a prize and any information submitted by the winners in entering the Promotion before issuing a prize. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or the winning entry has not been verified or validated to the Promoter's satisfaction within the time requested, the winner's entry will become invalid. The prize will only be awarded following any winner validation and verification that the Promoter requires in its sole discretion.
- 26. The Promoter may, in its sole discretion, disqualify any or all entries from, and prohibit further participation in this Promotion by, any person who fails to provide adequate identification to the satisfaction of the Promoter, or who tampers with or benefits from any tampering with the

- entry process or with the operation of the Promotion or acts in violation of these Conditions of Entry.
- 27. If due to any reason whatsoever the Promoter becomes aware after an entrant has won a prize that the entrant has not complied with these terms, that entrant will have no entitlement to the prize, even if the Promoter has announced them as a winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the prize.
- 28. Prizes are not transferable or exchangeable, nor can they be redeemed for cash. The prize cannot be sold, scalped, auctioned, raffled, pledged or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If a prize is obtained through any of these methods, it will not be honoured. In the event for any reason a winner does not take an element of any prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be supplied in lieu of that element of the prize. Prize Value is as specified on the Date at which the Prize Value is Valid. The Promoter accepts no responsibility for any variation in prize value. Where a prize is unavailable for any reason, the Promoter may substitute for that prize another item of equal value. The Promoter will not replace any lost or stolen prizes.
- 29. The Promoter accepts no responsibility for any tax implications that may arise from winning or receiving the benefit of the Prize. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- 30. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failures or any cause beyond the control of the Promoter, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, or invalidate any affected entries.
- 31. All entries will be the property of the Promoter. The Promoter will not pass entrant information onto any third parties, with the exception of the winner's contact details, which will be provided to the associated agencies (if any) in order to fulfill the prize.
- 32. Where the Promotion is administered on Facebook, Instagram and/or Brookfield Place Perth's website, entrants and participants in the Promotion acknowledge that the Promotion is in no way sponsored, endorsed or administered by or associated with Facebook or Instagram and entrants and participants in the Promotion release Facebook, Instagram and its associated companies from all liability arising from the Promotion.